Rod S. Scott / Brilliant Brand LTD 27930 Stonehill Way Santa Clarita CA 91351 310.902.2555 7artsentertainment@gmail.com

7/09/2025

Clerk of the Court U.S. Bankruptcy Court – District of Delaware 824 N. Market Street, 3rd Floor Wilmington, DE 19801

Re: Filing of Motion to Allow Late-Filed Proof of Claim In re: Chicken Soup for the Soul Entertainment, Inc., et al. Case No. 24-11442 (TMH)

Dear Clerk of the Court,

Please find enclosed for filing in the above-captioned Chapter 11 proceeding the Motion of Rod S. Scott / Brilliant Brand LTD dba 7 Arts Black for Entry of an Order Allowing Late-Filed Proof of Claim, along with attached exhibits and a Certificate of Service.

I am filing this motion pro se as a creditor with an ongoing revenue interest in the motion picture Strawberry Princess, which continues to stream on digital platforms affiliated with the Debtors.

I previously contacted the Clerk's Office by phone and received a voicemail instructing me to reach out to the assigned Trustee. I did contact John Carrold, the Trustee on file, but have not received a return call. Per the clerk's instructions, I am submitting this motion to the Court for filing and request that it be entered into the docket.

Please file this Motion accordingly. I have included a self-addressed stamped envelope should you be able to return a file-stamped copy to me for my records.

No xtra copy to send back gm  $7 - 16 - 70 \, 25$ 

RECEIVED 2025 JUL 16 A II: 24

US BANKRUPTCY COURT DISTRICT OF DELAWARE If there are any deficiencies or further steps I need to take, please do not hesitate to contact me at 310.902.2555 or 7artsentertainment@gmail.com.

Thank you for your time and attention.

Respectfully,

Rod S. Scott

Brilliant Brand LTD dba 7 Arts Black

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

CLERK
US BANKRUPTCY COURT
DISTRICT OF DEL AWARF

In re:

CHICKEN SOUP FOR THE SOUL ENTERTAINMENT, INC., et al.,

Debtors.

Chapter 11

Case No. 24-11442 (TMH)

(Jointly Administered)

MOTION OF ROD S. SCOTT / BRILLIANT BRAND LTD DBA 7 ARTS BLACK FOR ENTRY OF AN ORDER ALLOWING LATE FILED PROOF OF CLAIM

Rod S. Scott / Brilliant Brand LTD dba 7 Arts Black (the "Movant"), respectfully submits this motion (the "Motion") for entry of an order allowing the late filing of a proof of claim in the above-captioned Chapter 11 case. In support hereof, Movant states as follows:

JURISDICTION AND VENUE

1. The Court has jurisdiction over this Motion under 28 U.S.C. §§ 157 and 1334.

- 2. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.
- 3. This is a core proceeding under 28 U.S.C. § 157(b)(2)(A) and (B).

#### BACKGROUND

- 4. On or about June 28, 2024, the Debtors filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code.
- 5. Movant is the producer and rights holder of the motion picture Strawberry Princess, which is licensed and currently streaming via digital platforms including but not limited to FilmRise and FuboTV. Screenshots evidencing current streaming are attached as \*\*Exhibit C\*\* (FilmRise) and \*\*Exhibit D\*\* (FuboTV).
- 6. Movant has an ongoing revenue interest from distribution agreements with or through the Debtors.
- 7. On June 28, 2024, the Court entered an order establishing September 18, 2024 as the deadline to file proofs of claim.
- 8. Movant inadvertently failed to file its proof of claim by the Bar Date due to reason Lack of notice and licensee Rod S. Scott has documented medical issues but has acted in good faith and promptly upon learning of the need to file.
- 9. Movant filed its proof of claim date unknown.

#### CLAIM CALCULATION

10. Movant asserts that the Debtors owe a total of \$72,567.45 as of the petition date for unpaid revenue related to the continued streaming and exploitation of Strawberry Princess as detailed below and in \*\*Exhibit B\*\*:

Last reported streaming revenue received as of April 2023

\$18,884.00

\$3,444.44

Subtotal: \$22,328.44

Estimated ongoing streaming revenue from May 2023 to July 2025 (27 months), based on average prior reported earnings of \$1,860.70/month:

Estimated: \$50,239.01

Total claim amount: \$72,567.45

**RELIEF REQUESTED** 

11. Movant respectfully requests entry of an order, substantially in the form attached as Exhibit A, allowing the late-filed proof of claim as timely filed pursuant to Bankruptcy Rule 9006(b)(1), and for such other and further relief as this Court deems just and proper.

**BASIS FOR RELIEF** 

- 12. Bankruptcy Rule 9006(b)(1) permits a late filing where the delay was the result of "excusable neglect." Courts evaluating excusable neglect consider:
  - There is no prejudice to the Debtors, as the claim relates to ongoing streaming activity that the Debtors continue to benefit from post-petition and was disclosed prior to confirmation.
  - The delay is minimal, and the Movant promptly filed its claim after becoming aware of the Bar Date and its necessity.

- The delay resulted from a lack of notice or misunderstanding about the need to file a formal proof of claim, as Movant believed revenue was still being tracked through regular reporting and distribution statements.
- Movant has acted in good faith throughout, with no intent to delay or disrupt the administration of the estate, and merely seeks to preserve its rights to compensation for exploitation of its intellectual property.
- 13. The delay in filing was minimal and does not prejudice the Debtors. Movant acted in good faith and without intent to delay proceedings.

CONCLUSION

WHEREFORE, Movant respectfully requests that this Court:

A. Enter an order allowing Movant's late-filed proof of claim in the amount of \$72,567.45 as timely filed; and

B. Grant such other relief as is just and proper.

Dated: 07/9/2025

Respectfully submitted

Rod S. Scott / Brilliant Brand LTD

dba 7 Arts Black

27930 Stonehill Way

Santa Clarita CA 91351

310.902.2555

7artsentertainment@gmail.com

By:

Rod S. Scott DBA Brilliant Brand LTD/7 Arts Black

Pro Se

EXHIBIT A - Proposed Order

Attached

EXHIBIT B - Claim Calculation Breakdown

Description

Amount

Last Reported Streaming Revenue (Apr 2023) \$18,884.00

Last Reported Streaming Revenue (Other) \$3,444.44

Subtotal

\$22,328.44

Estimated Future and Unpaid Revenue May '23–Jul '25 \$50,239.01

Total Claim

\$72,567.45

EXHIBIT C – Screenshot of FilmRise Platform as of 7/9/2025

EXHIBIT D – Screenshot of FuboTV Platform as of 7/9/2025

Fill in this information to identify the case:						
Debtor 1	Chicken Soup for the Soul Entertainment, Inc., et al.					
Debtor 2 (Spouse, if filing)	Chicken Soup For The Soul Studios					
United States Bankruptcy Court for the: Central District of California						
Case number	24-11442					

#### Official Form 410

#### **Proof of Claim**

04/25

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

ľ	Part 1: Identify the C	laim								
1.	Who is the current creditor?	Rod S. Scott dba Brilliant Brand LTD/ 7 Arts Black  Name of the current creditor (the person or entity to be paid for this claim)  Other names the creditor used with the debtor CSSE								
2.	Has this claim been acquired from someone else?	☑ No □ Yes. From	n whom?							
3.	and payments to the creditor be sent?	Where should notices to the creditor be sent?  Rod S. Scott dba Brilliant Brand LTD/ 7 Arts Black					Where should payments to the creditor be sent? (if different) Rod S. Scott			
	Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Name 27930 Stonehill Way Number Street					Name 27930 Stonehill Way Number Street			
-		Santa Clarit		CA	91		Santa Clarita	CA	91351	
		City  Contact phone	31090	State <b>22555</b>		ZIP Code	City  Contact phone	State 3109022555	ZIP Code	
		Contact email	7artsentertainment@gmail.com		Contact email	7artsentertainment@gmail.com				
		Uniform claim id	entifier (if y	ou use one): 						
4.	Does this claim amend one already filed?	No  Yes. Claim number on court claims registry (if known) Filed on				/ DD / YYYY				
5.	Do you know if anyone else has filed a proof of claim for this claim?	No Yes. Who	made the	e earlier filing?		п				

0.	Do you have any number you use to identify the debtor?	No  Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor:					
7.	How much is the claim?	\$					
		Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).					
8.	What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.					
	Ciaiiii	Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).					
		Limit disclosing information that is entitled to privacy, such as health care information.					
		Strawberry Princess (Movie Title)					
9.	Is all or part of the claim secured?	☑ No ☐ Yes. The claim is secured by a lien on property.					
		Nature of property:					
		Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> .					
		Motor vehicle  Other. Describe:					
		Basis for perfection:					
		Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)					
		Value of property: \$					
		Amount of the claim that is secured: \$					
		Amount of the claim that is unsecured: \$(The sum of the secured and unsecured amounts should match the amount in line 7.)					
		Amount necessary to cure any default as of the date of the petition: \$					
		Annual Interest Rate (when case was filed)%  □ Fixed					
		☐ Variable					
10	Is this claim based on a	☑ No					
	lease?	☐ Yes. Amount necessary to cure any default as of the date of the petition. \$					
11	Is this claim subject to a	☑ No					
	right of setoff?	☐ Yes. Identify the property:					

Official Form 410 Proof of Claim page 2

12. Is all or part of the claim entitled to priority under	<b>☑</b> No					
11 U.S.C. § 507(a)?	☐ Yes. Chec	ck one:				Amount entitled to priorit
A claim may be partly priority and partly	Dome 11 U.S	\$				
nonpriority. For example, in some categories, the law limits the amount entitled to priority.	☐ Up to \$3,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).					\$
endied to priority.	bankrı		(up to \$17,150*) earned wit debtor's business ends, whi			\$
	_		nmental units. 11 U.S.C. § 5	507(a)(	8).	\$
	☐ Contri	butions to an employee ben	nefit plan. 11 U.S.C. § 507(a	)(5).		\$
	Other.	Specify subsection of 11 U	.S.C. § 507(a)() that appl	ies.		\$
	* Amounts	are subject to adjustment on 4	1/01/28 and every 3 years after t	hat for o	cases begun on or aft	er the date of adjustment.
Part 3: Sign Below						
The person completing	Check the app	ropriate box:				
this proof of claim must sign and date it.	☑ I am the c	reditor.				
FRBP 9011(b).	☐ I am the c					
If you file this claim	_		r authorized agent. Bankrup	tcy Ru	le 3004.	
electronically, FRBP 5005(a)(3) authorizes courts to establish local rules	☐ I am a gua	arantor, surety, endorser, or	other codebtor. Bankruptcy	Rule 3	3005.	
specifying what a signature is.  I understand that an authorized signature on this <i>Proof of Claim</i> serves as an acknowledgment that when calcul amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.  A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5  I have examined the information in this <i>Proof of Claim</i> and have a reasonable belief that the information is true and correct.						
						ormation is true
years, or both. 18 U.S.C. §§ 152, 157, and	I declare under	penalty of perjury that the	foregoing is true and correct	t.		
3571.	Executed on da	ate 07/09/2025				
	Signature					
	Print the name	of the person who is cor	npleting and signing this	claim:		
	Name	Rod			Scott	
	Name	First name	Middle name		Last name	
	Title	Owner of title				
	Company	Brilliant Brand LTI				
		Identify the corporate servi	cer as the company if the autho	rized ag	ent is a servicer.	
	Address	18034 Ventura Blv	vd			
		Number Street				
		Encino		CA	91316	
		City		State	ZIP Code	
	Contact phone	3109022555		Email	7artsentertainn	nent@gmail.com

Print

Save As...

**Add Attachment** 

Reset

Official Form 410 Proof of Claim page 3

# EXHIBITS TO MOTION OF ROD S. SCOTT / BRILLIANT BRAND LTD

# EXHIBITS TO MOTION OF ROD S. SCOTT / BRILLIANT BRAND LTD

Exhibit A - Proposed Order

Exhibit B - Claim Calculation

Exhibit C - Screenshot of "Strawberry Princess" on FilmRise

Exhibit D - Screenshot of "Strawberry Princess" on FuboTV

Exhibit E - Termination agreement

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**EXHIBITS TO MOTION OF ROD S. SCOTT / BRILLIANT BRAND LTD** 

**Exhibit A - Proposed Order** 

IN THE UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF DELAWARE

In re:

CHICKEN SOUP FOR THE SOUL ENTERTAINMENT, INC., et al.,

Debtors.

Chapter 11

Case No. 24-11442 (TMH)

(Jointly Administered)

ORDER GRANTING MOTION OF ROD S. SCOTT / BRILLIANT BRAND LTD DBA 7 ARTS BLACK TO

ALLOW LATE FILED PROOF OF CLAIM

Upon the Motion (the "Motion") of Rod S. Scott / Brilliant Brand LTD dba 7 Arts Black (the "Movant") for entry

of an order allowing the late filing of a proof of claim pursuant to Rule 9006(b)(1) of the Federal Rules of

Bankruptcy Procedure; and the Court having reviewed and considered the Motion and any responses or

objections thereto; and the Court having determined that notice of the Motion was adequate under the

circumstances and that no other or further notice is required; and it appearing that the ...

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED.

2. Movant's late-filed proof of claim in the amount of \$72,567.45 is deemed timely filed for all purposes in this

Case 24-11442-MFW Doc 657 Filed 07/18/25 Page 13 of 32

#### **EXHIBITS TO MOTION OF ROD S. SCOTT / BRILLIANT BRAND LTD**

Chapter 11 case.

3. This Order is without prejudice to the rights of the Debtors or any other party in interest to object to the substance or amount of the claim.

4. The Court retains jurisdiction over all matters arising from or related to the interpretation or implementation of this Order.

Dated:

Wilmington, Delaware

The Honorable Thomas M. Horan

United States Bankruptcy Judge

Case 24-11442-MFW Doc 657 Filed 07/18/25 Page 14 of 32

#### EXHIBITS TO MOTION OF ROD S. SCOTT / BRILLIANT BRAND LTD

#### **Exhibit B - Claim Calculation Breakdown**

Reported streaming revenue received as of April 2023:

- \$18,884.00

- \$3,444.44

Subtotal: \$22,328.44

Estimated ongoing streaming revenue from May 2023 to July 2025 (27 months), based on average prior reported earnings of \$1,860.70/month:

- Estimated: \$50,239.01

Total Claim Amount: \$72,567.45

#### EXHIBITS TO MOTION OF ROD S. SCOTT / BRILLIANT BRAND LTD

#### Exhibit C - Screenshot of "Strawberry Princess" on FilmRise

The following image is a screenshot from the FilmRise platform, displaying the film 'Strawberry Princess' as available for streaming.

- Title: Strawberry Princess

- Platform: FilmRise

- Duration: 1h 27m

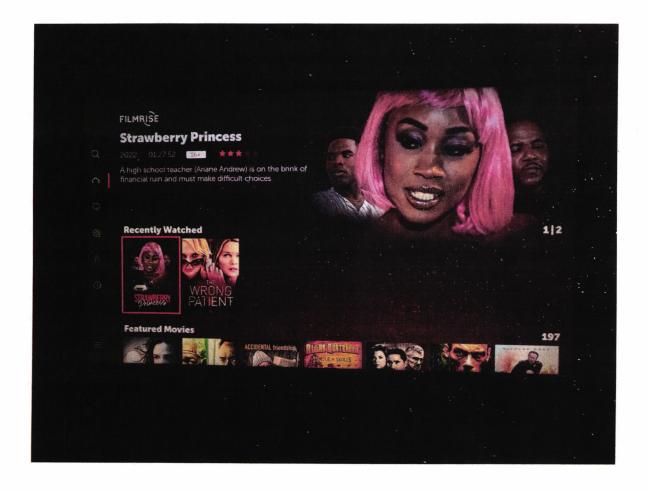
- Year: 2022

- Summary: "A high school teacher (Ariane Andrew) is on the brink of financial ruin and must make difficult choices."

Source: FilmRise TV App interface - accessed by Movant

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#### EXHIBITS TO MOTION OF ROD S. SCOTT / BRILLIANT BRAND LTD



#### EXHIBITS TO MOTION OF ROD S. SCOTT / BRILLIANT BRAND LTD

#### Exhibit D - Screenshot of "Strawberry Princess" on FuboTV

The image below is a screenshot from the FuboTV platform, confirming that 'Strawberry Princess' is available for streaming.

- Title: Strawberry Princess

- Platform: FuboTV

- Listed as: "Watch Strawberry Princess for \$0 Today"

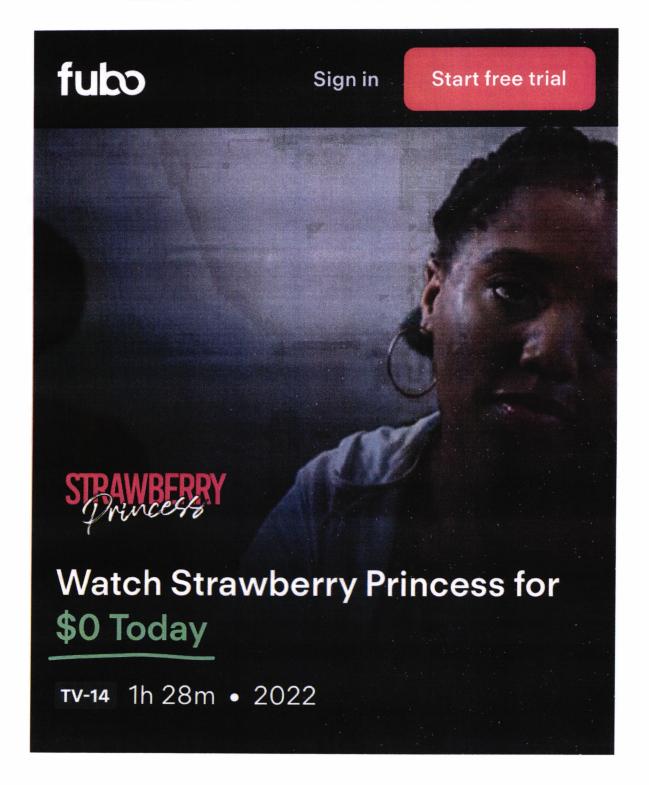
- Duration: 1h 28m

- Year: 2022

- Rating: TV-14

Source: FuboTV interface - accessed by Movant

#### EXHIBITS TO MOTION OF ROD S. SCOTT / BRILLIANT BRAND LTD



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#### EXHIBITS TO MOTION OF ROD S. SCOTT / BRILLIANT BRAND LTD

### EXHIBITS TO MOTION OF ROD S. SCOTT / BRILLIANT BRAND LTD

Exhibit A - Proposed Order

Exhibit B - Claim Calculation

Exhibit C - Screenshot of "Strawberry Princess" on FilmRise

Exhibit D - Screenshot of "Strawberry Princess" on FuboTV

Exhibit E - Termination Agreement and Mutual Release

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#### **EXHIBITS TO MOTION OF ROD S. SCOTT / BRILLIANT BRAND LTD**

#### **Exhibit E - Termination Agreement and Mutual Release**

This exhibit consists of the fully executed Termination Agreement and Mutual Release related to the motion picture "Strawberry Princess."

Due to encryption on the original PDF document, the agreement is filed separately and can be made available to the Court and parties-in-interest upon request.

Executed by: David Fannon, President, Screen Media Ventures, LLC

Date of Execution: January 5, 2024

Title: STRAWBERRY PRINCESS - Termination and Mutual Release (Fully Executed)

#### Revenue and Expense Summary Accounting Period Month is 2023-04 or 2023-05 or 2023-06 or 2023-07 or 2023-08 br 2023-09 **EXHIBIT A** LAST REPORTED \$0.00 \$3,444.44 Total Revenue Total Expenses Revenue by Project Expense by Company Sum of Revenue Release Name Deal Name Sum of Expense Strawberry Princess \$3,444,44 No Results Revenue by Business Model Expense by Project Sum of Revenue Sum of Expense AVOD \$3,381.82 2 TVOD 3 EST \$19.99 No Results Revenue by Channel Expense by Type Sum of Reven Channel Name Sum of Expense Tubi TV 2 Amazon Prime Video \$58.71 YouTube Movies & Shows (EST/TVOD) \$3.90 No Results Revenue by Territory \$3,438.78 Canada \$4.19 3 United Kingdom Revenue by Activity Period **Activity Date** Sum of Revenue 1 2023-02 \$1,142.46 2 2023-01 3 2023-03 \$706.19 \$234.75 5 2023-05 \$156.94 6 2023-06 \$110.82 7 2023-09 \$5.58 8 2023-07 \$3.50

Revenue and Expense Summary

Generated by Looker on November 4, 2023 at 8:37 AM PDT

# TERMINATION AND MUTUAL RELEASE AGREEMENT

This Termination and Mutual Release Agreement (the "TMR Agreement") is entered into as of October 24, 2023 ("Effective Date") between PRODUCTION BRILLIANT BRAND LTD dba 7 ARTS BLACK ("Licensor") and TOFG LLC dba 1091 ("Distributor"). Licensor and Distributor shall collectively be referred to herein as the "Parties" and individually the "Party". In this TMR Agreement, unless the context otherwise requires, expressions defined in the Distribution Agreement and used in this TMR Agreement shall have the meaning set out in the Distribution Agreement. The rules of interpretation set out in the Distribution Agreement apply to this TMR Agreement.

#### WHEREAS.

- (a) The Parties are presently bound by that certain Motion Picture Distribution Agreement dated as of February 14, 2022 (the "<u>Distribution Agreement</u>") with respect to the film entitled *Strawberry Princess* (the "<u>Picture</u>").
- (b) The Parties desire to terminate the Distribution Agreement and resolve any and all rights and obligations arising out of the Distribution Agreement.

IN CONSIDERATION OF, and as a condition of the Parties entering into this TMR Agreement and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

#### 1. Termination.

By this TMR Agreement, the Parties mutually agree:

- (a) to terminate and cancel the Distribution Agreement in its entirety effective of the Effective Date;
- (b) to terminate and cancel any and all rights, lien, security interest, copyright mortgage whatsoever granted, licensed, conveyed, transferred or assigned (or purported to be granted, licensed, conveyed, transferred or assigned) to Distributor pursuant to the Distribution Agreement in the Picture as of the Effective Date; and
- (c) that, any and all of Distributor's rights in and to the Picture (including the Licensed Rights) whatsoever granted, licensed, conveyed, transferred or assigned (or purported to be granted, licensed, conveyed, transferred or assigned) pursuant to the Distribution Agreement automatically revert to Licensor, which reversion is as of the Effective Date.

#### 2. Release and Waiver.

By this TMR Agreement, as of the Effective Date, each Party releases and discharges the other Party from all claims, demands, damages, rights, liabilities, and causes of action of any nature whatsoever, whether at law or equity, known or unknown, foreseen and unforeseen, suspected or unsuspected, in connection with the Distribution Agreement.

The Parties have been made aware of, and understand, the provisions of California Civil Code Section 1542 ("Section 1542") and expressly, knowingly, and intentionally waive any and all rights, benefits, and protections of Section 1542 and of any other state or federal statute or common law principle limiting the scope of a general release.

#### 3. Representations.

Each Party represents that the Party's signatory hereto is duly authorized to execute this Agreement on behalf of the Party.

#### 4. Further Instruments.

Each Party shall fully cooperate with the other Party with respect to the performance of this TMR Agreement. Each Party will provide or make available to the other Party any information and will execute, acknowledge and deliver such further documents and instruments that may reasonably be required in order to evidence the termination of the Distribution Agreement and to release all obligations and liabilities of the Parties thereunder.

#### Governing Law.

The Parties submit to the jurisdiction of the courts of New York, NY for the enforcement of this TMR Agreement or any arbitration award or decision arising from this TMR Agreement. This TMR Agreement will be enforced or construed according to the laws of the State of New York.

#### 6. Takedown Notices.

Within thirty (30) days from execution of this TMR Agreement, Distributor shall notify all content partners currently distributing the Picture to remove the Picture from their platforms.

#### 7. Miscellaneous Provisions.

This TMR Agreement may be executed in counterparts. Electronic or a PDF copy of scanned signatures sent via email are binding and considered to be original signatures.

This TMR Agreement will not be assigned either in whole or in part by any Party without the written consent of the other Party.

Headings are inserted for the convenience of the Parties only and are not considered when interpreting this TMR Agreement. In this TMR Agreement, words in the singular mean and include the plural and vice versa, "and" means all possibilities, "or" means any or all possibilities in any combination, and "either...or" means only one possibility. "Including" means "including without limitation."

If any term, covenant, condition or provision of this TMR Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the Parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provision of this TMR Agreement will in no way be affected, impaired or invalidated as a result.

This TMR Agreement contains the entire agreement between the Parties. All negotiations and understandings have been included in this TMR Agreement. Statements or representations which may have been made by any Party in the negotiation stages of this TMR Agreement are declared to be of no value to this TMR Agreement.

This TMR Agreement and the terms and conditions contained in this TMR Agreement apply to and are binding upon the Parties and their respective successors, assigns, executors, administrators, beneficiaries and representatives.

All of the rights, remedies and benefits provide by this TMR Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this TMR Agreement as of the Effective Date.

TOFG LLC

<b>PRODUCTION</b>	<b>BRILLIANT</b>	<b>BRAND</b>	LTD
dba 7 ARTS BL.	ACK		

	David Fannon	
By:		
	David Fannon	
Name:		
Title:	President	
	1-5-24	**********

# STRAWBERRY PRINCESS - Termination and Mutual Release - PE[79]

Final Audit Report 2024-01-05

Created:

2024-01-05

By:

Josh Simensky (jSimensky@screenmedia.net)

Status:

Signed

Transaction ID:

CBJCHBCAABAAg0WsTFVAAJ9YkYkLcQnyzrX0fn9ByjrQ

# "STRAWBERRY PRINCESS - Termination and Mutual Release - PE[79]" History

- Document created by Josh Simensky (jSimensky@screenmedia.net) 2024-01-05 4:03:03 PM GMT
- Document emailed to David Fannon (David@screenmedia.net) for signature 2024-01-05 4:03:44 PM GMT
- Email viewed by David Fannon (David@screenmedia.net) 2024-01-05 4:51:47 PM GMT
- Document e-signed by David Fannon (David@screenmedia.net)
  Signature Date: 2024-01-05 4:51:56 PM GMT Time Source: server
- Agreement completed. 2024-01-05 - 4:51:56 PM GMT

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EXHIBITS TO MOTION OF ROD S. SCOTT / BRILLIANT BRAND LTD

**Exhibit A - Proposed Order** 

IN THE UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF DELAWARE

In re:

CHICKEN SOUP FOR THE SOUL ENTERTAINMENT, INC., et al.,

Debtors.

Chapter 11

Case No. 24-11442 (TMH)

(Jointly Administered)

ORDER GRANTING MOTION OF ROD S. SCOTT / BRILLIANT BRAND LTD DBA 7 ARTS BLACK TO ALLOW LATE FILED PROOF OF CLAIM

Upon consideration of the Motion of Rod S. Scott / Brilliant Brand LTD dba 7 Arts Black (the "Movant") for entry of an order authorizing the late filing of a proof of claim in the above-captioned Chapter 11 cases (the "Motion"), and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; and the matter being a core proceeding under 28 U.S.C. § 157(b); and the Court having found that notice of the Motion was sufficient under the circumstances; and the Court having determined that the relief requested is appropriate and warranted under Rule 9006(b)(1) of the Federal Rules of Bankruptcy Procedure and applicable law; and after due deliberation and sufficient cause appearing therefor,

Case 24-11442-MFW Doc 657 Filed 07/18/25 Page 29 of 32

## **EXHIBITS TO MOTION OF ROD S. SCOTT / BRILLIANT BRAND LTD**

IT IS HEREBY ORDERED THAT:

- 1. The Motion is GRANTED.
- 2. The proof of claim filed by Movant, Rod S. Scott / Brilliant Brand LTD dba 7 Arts Black, in the amount of \$72,567.45 is deemed timely filed for all purposes in these Chapter 11 cases.
- 3. This Order is without prejudice to the rights of the Debtors or any party in interest to object to the allowance, priority, or amount of Movant's claim on any grounds other than timeliness.
- 4. The Court retains jurisdiction to hear and determine all matters arising from or related to the interpretation, implementation, or enforcement of this Order.

Dated:
Wilmington, Delaware
The Honorable Thomas M. Horan

United States Bankruptcy Judge

#### CERTIFICATE OF SERVICE

I, Rod S. Scott, hereby certify that on July 10, 2025, I caused a true and correct copy of the:

Motion of Rod S. Scott / Brilliant Brand LTD dba 7 Arts Black for Entry of an Order Allowing Late-Filed Proof of Claim, including all accompanying exhibits and the proposed order,

to be served by U.S. Mail, First-Class, postage prepaid, upon the following parties:

Debtors' Counsel

Edward O. Sassower, P.C.

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and

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Wilmington, DE 19801

Office of the United States Trustee

Attn: Linda Richenderfer

844 King Street, Suite 2207

Lockbox 35

Wilmington, DE 19801

I certify under penalty of perjury that the foregoing is true and correct.

Dated: 7/9/2025

Respectfully submitted,

Rod S. Scott

Brilliant Brand LTD dba 7 Arts Black

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824 N. Market Street, 3rd Floor Wilmington, DE 19801 U.S. Bankruptcy Court – District of Delaware Clerk of the Court





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